

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

UNITED STATES OF AMERICA, ex rel.)
LOUIS LONGO,)

Plaintiff-Relator)

v.)

Case No. 2:17-cv-01654-MJH

WHEELING HOSPITAL, INC.,)
R&V ASSOCIATES, LTD., and)
RONALD L. VIOLI)

Defendants.)

DECLARATION OF BENJAMIN R. OGLETREE, ESQ.

I, BENJAMIN R. OGLETREE, ESQ., hereby declare as follows:

1. I am an adult over the age of eighteen (18) and a resident of the Commonwealth of Virginia. I am a member of the law firm of Verdi & Ogletree PLLC that serves as counsel to Defendants R&V Associates, Ltd. and Ronald L. Violi in this case. I respectfully submit this Declaration in support of Defendants' Motion to Transfer Venue. The information contained in this Declaration is based on my personal knowledge, unless otherwise indicated. If called to testify, I would state as follows:

2. Attached hereto as **Exhibit A** is a true and correct copy of the United States District Court for the Northern District of West Virginia's Fifth Amended Standing Order No. 1, Method of Assignment of Civil and Criminal Matters to District Judges, Misc. No. 5:00-MC-10 (Mar. 7, 2019) and related documents that were obtained from the Court's website at www.wvnd.uscourts.gov/court-info/court-locations (visited on May 8, 2019).

3. Attached hereto as **Exhibit B** is a true and correct file-stamped copy of the complaint that Wheeling Hospital, Inc. filed against Louis Longo on March 13, 2019 in the United

States District Court for the Northern District of West Virginia, captioned *Wheeling Hospital, Inc. v. Longo*, Civil Action No. 5:19-cv-00032-FPS.

4. Attached hereto as **Exhibit C** is a true and correct printout from Google Maps indicating that the United States District Court for the Northern District of West Virginia, 1125 Chapline Street, Wheeling, West Virginia 26003 is 3.3 miles and a 7 minute drive from Wheeling Hospital, 1 Medical Park, Wheeling, West Virginia 26003.

5. Attached hereto as **Exhibit D** is a true and correct printout from Google Maps indicating that the United States District Court for the Western District of Pennsylvania, 700 Grant Street, Pittsburgh, Pennsylvania 15219 is 57.3 miles and a 1 hour and 8 minute drive from Wheeling Hospital, 1 Medical Park, Wheeling, West Virginia 26003.

6. Attached hereto as **Exhibit E** is a true and correct copy of a printout from the website for the United States Attorney's Office for the Northern District of West Virginia, <https://www.justice.gov/usao-ndwv/contact-us> (visited on May 3, 2019). The first page of Exhibit E states, in part, that "Geographically, the headquarters for the United States Attorney's Office, is in Wheeling, West Virginia" and lists the office address as "U.S. Courthouse & Federal Building, Suite 3000, 1125 Chapline Street, Wheeling, WV 26003."

7. Attached hereto as **Exhibit F** is a true and correct printout of Dr. Nabil ALKhour's physician profile from the West Virginia University Health Systems' website, <https://wvumedicine.org/find-a-doctor/doctor-details/?id=11837> (visited May 5, 2019), which identifies Dr. ALKhour's practice location as WVU Cancer Institute at Reynolds Memorial Hospital, 901 Jefferson Avenue, Glen Dale, West Virginia.

8. Attached hereto as **Exhibit G** is a true and correct printout from Google Maps indicating that the United States District Court for the Northern District of West Virginia, 1125

Chapline Street, Wheeling, West Virginia 26003 is 9.3 miles and a 13 minute drive from Dr. AlKhour's office at 901 Jefferson Avenue, Glen Dale, West Virginia 26038.

9. Attached hereto as **Exhibit H** is a true and correct printout from Google Maps indicating that the United States District Court for the Western District of Pennsylvania, 700 Grant Street, Pittsburgh, Pennsylvania 15219 is 66 miles and a 1 hour and 18 minute drive Dr. AlKhour's office at 901 Jefferson Avenue, Glen Dale, West Virginia 26038.

10. Attached hereto as **Exhibit I** is a true and correct printout of Dr. Hugo Andreini's physician profile from the West Virginia University Health Systems' website, <https://wvumedicine.org/find-a-doctor/doctor-details/?id=12259> (visited May 5, 2019), which identifies Dr. Andreini's practice location as Reynolds Memorial Urology, 800 Wheeling Avenue, First Floor, Glen Dale, West Virginia.

11. Attached hereto as **Exhibit J** is a true and correct printout from Google Maps indicating that the United States District Court for the Northern District of West Virginia, 1125 Chapline Street, Wheeling, West Virginia 26003 is 9.1 miles and a 12 minute drive from Dr. Andreini's office at 800 Wheeling Avenue, Glen Dale, West Virginia 26038.

12. Attached hereto as **Exhibit K** is a true and correct print out from Google Maps indicating that the United States District Court for the Western District of Pennsylvania, 700 Grant Street, Pittsburgh, Pennsylvania 15219 is 65.7 miles and a 1 hour and 12 minute drive from Dr. Andreini's office at 800 Wheeling Avenue, Glen Dale, West Virginia 26038.

13. Attached hereto as **Exhibit L** is a true and correct printout of the first page of Dr. Christopher Mascarenhas' physician profile from the Cleveland Clinic's website, <https://my.clevelandclinic.org/staff/23836-christopher-mascarenhas> (visited May 5, 2019), which identifies Dr. Mascarenhas' primary practice location as the Cleveland Clinic Main Campus. In

addition, page 2 of Exhibit L is another printout from the Cleveland Clinic's website, <https://my.clevelandclinic.org/locations/directions/231-cleveland-clinic-main-campus> (visited May 5, 2019), which indicates that the Cleveland Clinic Main Campus is located at 9500 Euclid Avenue, Cleveland, Ohio 44194.

14. Attached hereto as **Exhibit M** is a true and correct printout of the business profile of John Wolen Surgical Associates from <https://www.manta.com/c/mtrj4xq/john-wolen-surgical-associates> (visited May 8, 2019), which lists Dr. John Wolen's business location as 21 Armory Drive, #L-1, Wheeling, West Virginia 26003.

15. Attached hereto as **Exhibit N** is a true and correct printout from Google Maps indicating that the United States District Court for the Northern District of West Virginia, 1125 Chapline Street, Wheeling, West Virginia 26003 is 2.6 miles and a 5 minute drive from Dr. Wolen's office at 21 Armory Drive, Wheeling, West Virginia 26003.

16. Attached hereto as **Exhibit O** is a true and correct printout from Google Maps indicating that the United States District Court for the Western District of Pennsylvania, 700 Grant Street, Pittsburgh, Pennsylvania 15219 is 56.9 miles and a 59 minute drive Dr. Wolen's office at 21 Armory Drive, Wheeling, West Virginia 26003.

17. Attached hereto as **Exhibit P** is a true and correct printout of Dr. Michael Zilles' physician profile from MidHudson Regional Hospital's website, <https://www.midhudsonregional.org/physician-locator> (visited May 8, 2019), which lists Dr. Zilles' business address as 200 Westgate Business Center Drive, Suite 115, Fishkill, New York 12524.

18. Attached hereto as **Exhibit Q** are true and correct printouts from the website of Workforce West Virginia, a state government agency funded through the U.S. Department of

Labor, <http://lmi.workforcewv.org/EandWAnnual/TopEmployers.html> (visited May 8, 2019). Exhibit Q contains excerpted pages from Workforce West Virginia's most recent listing of "West Virginia's Largest Private Employers in March 2018," released on November 26, 2018. The second page of Exhibit Q lists Wheeling Hospital as the ninth largest private employer (according to the number of employees) in West Virginia as of March 2018. The third page of Exhibit Q lists Wheeling Hospital as the largest employer in Ohio County, West Virginia as of March 2018.

19. Attached hereto as **Exhibit R** is a true and correct printout of a January 27, 2019 article entitled "Tax credits for new medical school grads could help WV recruit physicians, avert crisis" that was obtained from https://www.wvnews.com/statejournal/news/tax-credits-for-new-medical-school-grads-could-help-wv/article_c68ef614-64ec-5c22-b100-d47be7bb24ac.html (visited May 6, 2019).

20. Attached hereto as **Exhibit S** is a true and correct copy of Linda Comins, *Department of Justice Accuses Wheeling Hospital of Violating Stark Law, Anti-Kickback Statute*, *THE INTELLIGENCER/WHEELING NEWS-REGISTER*, Mar. 26, 2019, available at <http://www.theintelligencer.net/news/top-headlines/2019/03/departments-of-justice-accuses-wheeling-hospital-of-violating-stark-law-anti-kickback-statute/> (visited May 8, 2019).

Pursuant to 28 U.S.C. § 1746(2), I declare under penalty of perjury that the foregoing is true and correct.

Dated: May 9, 2019
in Washington, D.C.



Benjamin R. Ogletree

Exhibit A

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA

IN RE: ASSIGNMENT OF CIVIL
 AND CRIMINAL MATTERS Misc. No.: 5:00-MC-10

FIFTH AMENDED STANDING ORDER NO. 1,
METHOD OF ASSIGNMENT OF CIVIL AND CRIMINAL
MATTERS TO DISTRICT JUDGES

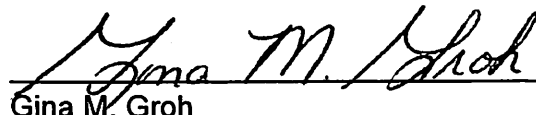
To maintain the district-wide ratio among judges, all future civil and criminal actions on the dockets of this Court will be assigned by the Clerk's Office in the following manner:

1. All future civil and criminal actions, except for those cases identified in paragraphs 5 through 8 below, in which the cause of action arises in a county assigned to the Clarksburg point of holding court will be placed upon the docket of Judge Thomas S. Kleeh or Judge Irene M. Keeley on a rotation basis.
2. All future civil and criminal actions, except for those identified in paragraphs 5 through 8 below, in which the cause of action arises in a county assigned to the Elkins point of holding court will be placed upon the docket of Judge Thomas S. Kleeh.
3. All future civil and criminal actions, except for those cases identified in paragraphs 5 through 8 below, in which the cause of action arises in a county assigned to the Martinsburg point of holding court will be placed upon the docket of Judge Gina M. Groh.
4. All future civil and criminal actions, except for those cases identified in paragraphs 5 through 8 below, in which the cause of action arises in a county assigned to the Wheeling point of holding court will be placed upon the docket of Judge John Preston Bailey or Judge Frederick P. Stamp on a rotation basis.
5. All prisoner cases arising under 28 U.S.C. § 2241, 28 U.S.C. § 2254, 42 U.S.C. § 1983, *Bivens v. Six Unknown Agents of Fed. Bureau of Narcotics*, 403 U.S. 388 (1971), and the Federal Torts Claim Act, 28 U.S.C. § 1346, will be assigned to the

district judges participating in such case assignments on a rotation basis and will be given a case number reflecting the assigned district judge's location.

6. All cases arising under 28 U.S.C. § 2255 will be assigned to the sentencing judge.
7. Social security cases will be assigned to the district judges and full-time magistrate judges on a rotation basis. All social security cases will be given a case number reflecting the assigned district judge's location.
8. All criminal cases from the maximum-security facilities of the United States Prison-Hazleton in Preston County, West Virginia, shall be brought before the grand jury in Clarksburg, assigned a Clarksburg case number, and placed upon the docket of Judge Thomas S. Kleeh or Judge Irene M. Keeley on a rotation basis.
9. Conflicts or unusual circumstances arising in any civil or criminal matter in this district will be resolved by the district judges, who will confer and inform the Clerk's Office as to which district judge's docket the matter should be reassigned.

ORDERED, this 7th day of March, 2019, by the United States District Court for the Northern District of West Virginia.

A handwritten signature in black ink, appearing to read "Gina M. Groh", is written over a horizontal line.

Gina M. Groh
Chief Judge
United States District Court
Northern District of West Virginia

Court Locations

The Northern District of West Virginia is composed of thirty-two (32) counties. Each of these counties is assigned to one of four points of holding court. Each point of holding court is given the name of the city at the point of holding court where the Court and offices of its Clerk are located.

Clarksburg

Elkins

Martinsburg

Wheeling

United States District Clerk's Office

Location Map

Security Information

Street Address:

500 West Pike Street, Room 301

P.O. Box 2857

Clarksburg, WV 26302

(304) 622-8513

(304) 623-4551 (Fax)

West Virginia Links

County Division Map

West Virginia Supreme Court

West Virginia State Bar

West Virginia Legislature

West Virginia Tourism

Other Resources

- Interpreters
- Judicial Seminars
- Judicial Conduct and Disability
- Privacy and Policy

Many documents on this site require the free Acrobat software which can be downloaded via the link below.



Reader Free Adobe Reader

COUNTIES COMPRISING THE NORTHERN DISTRICT OF WEST VIRGINIA

CLARKSBURG 304-622-8513			
Braxton	Gilmer	Marion	Ritchie
Calhoun	Harrison	Monongalia	Taylor
Doddridge	Pleasants	Preston	
ELKINS 304-636-1445			
Barbour	Lewis	Randolph	Webster
Grant	Pendleton	Tucker	
Hardy	Pocahontas	Upshur	
MARTINBURG 304-267-8225			
Berkeley	Hampshire	Jefferson	Mineral Morgan
WHEELING 304-232-0011			
Brooke	Hancock	Marshall	Ohio Tyler Wetzel



COUNTIES COMPRISING THE SOUTHERN DISTRICT OF WEST VIRGINIA

BECKLEY 304-253-7481			
Greenbrier	Raleigh	Summers	Wyoming
BLUEFIELD 304-327-9798			
Mercer	McDowell	Monroe	
CHARLESTON (Headquarters) 304-347-3000			
Boone	Fayette	Kanawha	Logan Mingo
Clay	Jackson	Lincoln	Nicholas Roane
Wirt	Wood		
HUNTINGTON 304-529-5588			
Cabell	Mason	Putnam	Wayne



STATEWIDE ALPHABETICAL CROSS-REFERENCE OF COUNTIES
(INCLUDING DISTRICT AND DIVISIONAL DESIGNATIONS)

COUNTY	WVN	WVS	DIVISION
BARBOUR	*		<i>Elkins</i>
BERKELEY	*		<i>Martinsburg</i>
BOONE		*	<i>Charleston</i>
BRAXTON	*		<i>Clarksburg</i>
BROOKE	*		<i>Wheeling</i>
CABELL		*	<i>Huntington</i>
CALHOUN	*		<i>Clarksburg</i>
CLAY		*	<i>Charleston</i>
DODDRIDGE	*		<i>Clarksburg</i>
FAYETTE		*	<i>Charleston</i>
GILMER	*		<i>Clarksburg</i>
GRANT	*		<i>Elkins</i>
GREENBRIER		*	<i>Beckley</i>
HAMPSHIRE	*		<i>Martinsburg</i>
HANCOCK	*		<i>Wheeling</i>
HARDY	*		<i>Elkins</i>
HARRISON	*		<i>Clarksburg</i>
JACKSON		*	<i>Charleston</i>
JEFFERSON	*		<i>Martinsburg</i>
KANAWHA		*	<i>Charleston</i>
LEWIS	*		<i>Elkins</i>
LINCOLN		*	<i>Charleston</i>
LOGAN		*	<i>Charleston</i>
MARION	*		<i>Clarksburg</i>
MARSHALL	*		<i>Wheeling</i>
MASON		*	<i>Huntington</i>
McDOWELL		*	<i>Bluefield</i>
MERCER		*	<i>Bluefield</i>

COUNTY	WVN	WVS	DIVISION
MINERAL	*		<i>Martinsburg</i>
MINGO		*	<i>Charleston</i>
MONONGALIA	*		<i>Clarksburg</i>
MONROE		*	<i>Bluefield</i>
MORGAN	*		<i>Martinsburg</i>
NICHOLAS		*	<i>Charleston</i>
OHIO	*		<i>Wheeling</i>
PENDLETON	*		<i>Elkins</i>
PLEASANTS	*		<i>Clarksburg</i>
POCAHONTAS	*		<i>Elkins</i>
PRESTON	*		<i>Clarksburg</i>
PUTNAM		*	<i>Huntington</i>
RALEIGH		*	<i>Beckley</i>
RANDOLPH	*		<i>Elkins</i>
RITCHIE	*		<i>Clarksburg</i>
ROANE		*	<i>Charleston</i>
SUMMERS		*	<i>Beckley</i>
TAYLOR	*		<i>Clarksburg</i>
TUCKER	*		<i>Elkins</i>
TYLER	*		<i>Wheeling</i>
UPSHUR	*		<i>Elkins</i>
WAYNE		*	<i>Huntington</i>
WEBSTER	*		<i>Elkins</i>
WETZEL	*		<i>Wheeling</i>
WIRT		*	<i>Charleston</i>
WOOD		*	<i>Charleston</i>
WYOMING		*	<i>Beckley</i>

Exhibit B

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA

FILED
MAR 13 2019
U.S. DISTRICT COURT-WVND
WHEELING, WV 26003

WHEELING HOSPITAL, INC.,

Plaintiff,

CIVIL ACTION NO.:

5119-CV-32 (stamp)

v.

LOUIS LONGO,

Defendant.

COMPLAINT

Plaintiff Wheeling Hospital, Inc. ("Wheeling Hospital"), a citizen of the State of West Virginia, by and through its counsel, brings this action against Defendant Louis Longo ("Longo"), a citizen of the Commonwealth of Pennsylvania, to recover damages in excess of \$75,000 for breach of fiduciary duty and abuse of process, and in support of these claims avers as follows:

I. PARTIES, JURISDICTION AND VENUE

1. Plaintiff Wheeling Hospital is non-profit charitable organization incorporated in the state of West Virginia and with its principal place of business in Wheeling, West Virginia within the Northern District of West Virginia.

2. Wheeling Hospital is a citizen of West Virginia as defined by 28 U.S.C. §1332(c)(1).

3. Wheeling Hospital's mission includes providing compassionate care to people and promoting the well-being of its employees and its community.

4. Serving the community is central to Wheeling Hospital's existence, and the Hospital strives to ensure that quality and comprehensive medical services are available to the citizens of Wheeling and to other residents of the Upper Ohio Valley.

5. In recognition of community needs, it is particularly important to Wheeling Hospital that it supports individuals and families in their various stages of life, and thus, it has taken steps to build and preserve its women's healthcare services (including obstetrics), pediatrics, cardiology, oncology, family medicine and other essential services.

6. Defendant Longo is an individual residing in, and a citizen of, the Commonwealth of Pennsylvania, and at times pertinent hereto maintained a residential address in Allison Park, Pennsylvania.

7. From on or about November 28, 2011 until on or about August 27, 2015, Longo was employed by Wheeling Hospital as an executive with the title of Executive Vice President.

8. The United States District Court for the Northern District of West Virginia has jurisdiction over this action pursuant to 28 U.S.C. §§ 1332 and 1332(a)(1) as this is a civil action between citizens of different states with an amount in controversy in excess of \$75,000.

9. Venue lies in the Northern District of West Virginia pursuant to 28 U.S.C. § 1391(b)(2) in that a substantial part of the events or omissions giving rise to the claims set forth herein occurred in the Northern District of West Virginia.

II. FACTS

10. Longo is a certified public accountant with an employment history that reflects Longo having held multiple positions with multiple employers in the field of health care consulting.

11. Longo's various positions have included engagements as a director and/or partner at Alpern Rosenthal & Co., BDO, USA, LLP and Deloitte Touche Tohmatsu Limited, ("Deloitte"), all of which are financial consulting firms.

12. Longo purports to be well familiar with health care finance and compliance and the firms with which he has been employed specialize in serving health care institutions with such matters.

13. Longo currently is employed as the Chief Financial Officer at Warren General Hospital, an 89 bed community hospital located in Northwestern Pennsylvania.

14. In or around March 2006, Deloitte was engaged by Wheeling Hospital to provide healthcare consulting, financial, tax and audit services to the Hospital.

15. As a partner and director at Deloitte, Longo became engaged in and otherwise responsible for audit and compliance matters for Wheeling Hospital and in that capacity had access to Wheeling Hospital's financial accounts, records, material agreements, and management teams.

16. Through this engagement, Longo regularly conducted detailed audit reviews of Wheeling Hospital's business and activities, including analysis of revenues and expenses, material engagements and compliance responsibilities.

17. As part of the engagement, Longo was responsible for identifying risks of fraud and reporting the existence of fraud and/or the risk of fraud to the Board of Directors of Wheeling Hospital.

18. At no time during Longo's engagement with Deloitte did he ever express to Wheeling Hospital that he had concerns regarding fraud at Wheeling Hospital.

19. At no time during Longo's engagement with Deloitte did he ever express to Wheeling Hospital that Deloitte's audit activities had identified fraud or the risk of fraud with respect to Wheeling Hospital's physician contracts.

20. To the contrary, at all times pertinent hereto, Longo and Deloitte issued "clean audit reports" and reported no material deficiencies with respect to accounting and/or compliance matters.

21. In November 2011, Wheeling Hospital hired Longo to serve in an executive capacity overseeing, hospital operations and physician engagements.

22. A true and correct copy of Longo's Employment Agreement with Wheeling Hospital is attached hereto as Exhibit A.

23. As an employee and Executive Officer of Wheeling Hospital, Longo was required to exercise the utmost good faith and loyalty toward the corporation and was prohibited from acting in a manner adverse to Wheeling Hospital's interest.

24. Longo had an affirmative obligation to act in the best interest of the organization and to carry out his job functions in a manner consistent with principles of good faith and with the duties of care and loyalty owed by fiduciaries.

25. On or about November 28, 2011, Longo affirmed that he had received, read, and understood Wheeling Hospital's Compliance Plan, which provided that Longo was required to report any violations of federal law or regulation that he witnessed to Wheeling Hospital's Corporate Compliance Officer.

26. At no time during his employment, or in his role as a partner at Deloitte, did Longo report any suspicions of fraud or violations of federal law or regulation to Wheeling Hospital's Compliance Officer.

27. At no time during his employment did Longo report any concerns or suspicions of fraud or violations of Federal law or regulations to the Audit Committee of Wheeling Hospital's Board of Directors, notwithstanding being present at those meetings.

28. One month after Longo received his last severance payment from Wheeling Hospital, on or about September 26, 2016, Longo called Wheeling Hospital's Chief Executive Officer and threatened that, according to his "legal team," he had some kind of case against Wheeling Hospital that could cost the Hospital a lot of money unless Wheeling Hospital settled with him.

29. On December 22, 2017, Longo filed a frivolous and false complaint against Wheeling Hospital in the United States District Court for the Western District of Pennsylvania under the purported auspices of the Federal False Claims Act (the "FCA Complaint"). On information and belief, this Complaint was filed while Longo was employed as the CFO of Warren General Hospital.

30. The FCA Complaint falsely alleges that during Longo's employment at Wheeling Hospital, Wheeling Hospital "defrauded... Medicare and Medicaid out of tens of millions of dollars of federal funds by paying certain physicians excessive compensation."

31. The allegations in the Complaint are false and were made purposefully by Longo in an effort to receive a quick monetary settlement as a Relator. In fact, in his capacity as a Relator, Longo failed to disclose key evidence to the government including, but not necessarily limited to, the results of a 2015 exempt organization audit conducted by the IRS in which physician compensation for the exact physicians named in his Complaint were reviewed.

32. Fair market value is what a willing buyer will pay to a willing seller at the time, and this by necessity, must take into account the quality of the seller's product and the buyer's need for the product in the context of local conditions.

33. In fact, Wheeling Hospital paid its physicians fair compensation at the market rates necessary to secure the high quality care it was committed to provide to the people of the Upper Ohio Valley.

34. Providing quality services from labor and delivery to palliative end-of-life care ensures that patient needs are met and that quality care in these communities is ensured.

35. To require Wheeling residents to travel 80 miles to Pittsburgh (where Longo filed his lawsuit) or 60 miles to Morgantown for comprehensive care is untenable, unsustainable and unsafe. (Notably, Wheeling Hospital is the only Level II trauma center in the Upper Ohio Valley).

36. Importantly, the physicians identified in Longo's FCA complaint are highly qualified and skilled professionals, many of whom have a record of quality and demonstrated leadership that demand a high level of compensation.

37. They are capable, willing and available to provide care in Wheeling, and their compensation agreements reflect their fair market value.

38. It is for this reason that neither Longo nor Wheeling Hospital's long-time auditor Deloitte ever reported to Wheeling Hospital's Board of Directors, Management, or Corporate Compliance Officer any concern or statement that Wheeling Hospital's physician contracts were unlawful.

39. It is for this reason that during his employment, Longo never raised his alleged concerns at the Audit Committee meetings, which again, he attended regularly.

40. The agreements and arrangements cited by Longo are not commercially unreasonable or fraudulent in any respect.

41. The agreements and arrangements cited by Longo are lawful and consistent with practices that Longo (while at Deloitte and perhaps elsewhere) advanced and supported.

42. The explanation is that Longo's actions and conduct as described herein are motivated by a malicious effort to harm Wheeling Hospital and the community it serves.

43. Longo's threats and the legal action he filed in the United States District Court for the Western District of Pennsylvania are consistent with a concerted effort to contort the legal process to his own personal advantage and wealth.

COUNT I: BREACH OF FIDUCIARY DUTY

44. Plaintiff hereby incorporates paragraphs 1- 43 above as if set forth fully herein.

45. As an Executive Officer, Longo owed Wheeling Hospital a duty to comport himself and to carry out his responsibilities in a manner consistent with his role as a fiduciary.

46. Longo owed Wheeling Hospital a fiduciary duty to refrain from threatening to bring false claims in an effort to extort a settlement.

47. At no time during his employment did Longo report to Wheeling Hospital any circumstances constituting violations of federal law or regulation at Wheeling Hospital. If he had first-hand knowledge of any such violations he was obligated to report them.

48. Longo breached his fiduciary duties to Wheeling Hospital, both generally and in the following particulars:

- a) By seeking to extort funds from Wheeling Hospital by threat of a false and meritless legal action;

- b) By contriving and/or concocting circumstances while in his Executive Office position and/or his position as a partner of Deloitte, to create a claim for damages against the Hospital;
- c) By advancing his personal interests to the detriment of Wheeling Hospital;
- d) Based on information and belief, by making unprivileged false statements regarding Wheeling Hospital and its physicians, its management and leadership teams; and
- e) By defaming Wheeling Hospital and its physicians, its management and leadership teams.

49. The allegations in Longo's FCA Complaint regarding his alleged "first-hand knowledge" of illegal compensation arrangements at Wheeling Hospital are false and malicious.

50. The allegations in Longo's FCA Complaint have been widely published and disseminated.

51. Longo's conduct as described herein was intentional, deceptive, and part of a plan to injure Wheeling Hospital.

52. Wheeling Hospital has suffered significant damages in excess of \$75,000 as direct and proximate result of Longo's intentional misconduct, extortion and breaches of fiduciary duty.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter judgment in its favor and against Defendant Longo, in an amount to be determined but in excess of Seventy-Five Thousand (\$75,000.00) plus reasonable attorneys' fees, interest, costs, punitive damages, and such other relief as the Court deems just and proper.

COUNT II: ABUSE OF PROCESS

53. Plaintiff hereby incorporates paragraphs 1- 52 above as if set forth fully within.

54. By filing a meritless and fabricated FCA Complaint, Longo willfully and maliciously misused and misapplied a legal process to accomplish a purpose not intended or warranted by that process.

55. The purpose of Longo's FCA Complaint is for Longo to obtain a pecuniary award and to inflict harm on Wheeling Hospital.

56. Indeed, based upon information and belief, Longo's FCA Complaint has been characterized by Longo and/or his associates as "Lou's Revenge."

57. Longo's abuse of process was intentional and without privilege.

58. Wheeling Hospital has suffered significant damages in excess of \$75,000 as direct and proximate result of Longo's abuse of process.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter judgment in its favor and against Defendant Longo, in an amount to be determined but in excess of Seventy-Five Thousand (\$75,000.00) plus reasonable attorneys' fees, interest, costs, punitive damages, and such other relief as the Court deems just and proper.

JURY TRIAL DEMANDED

Plaintiff demands trial by jury as to all issues so triable.

WHEELING HOSPITAL, INC., Plaintiff,

BY: 

Marc B. Chernenko, Esq.
West Virginia State Bar No. 714
William E. Watson Associates
800 Main Street, P.O. Box 111
Wellsburg, West Virginia 26070
Telephone: (304) 737-0881

and

Roscoe C. Howard, Jr.
William Martin
C. David Paragas
Meena T. Sinfelt
Barnes & Thornburg LLP
1717 Pennsylvania Avenue N.W., Suite 500
Washington, D.C. 20006-4623
Telephone: (202) 371-6378
Roscoe.Howard@btlaw.com
William.Martin@btlaw.com
David.Paragas@btlaw.com
Meena.Sinfelt@btlaw.com
pro hac vice pending

Counsel for Wheeling Hospital, Inc.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is between Wheeling Hospital, Inc. (the Company) and Louis Longo (Employee).

The Company desires to employ Employee, and Employee desires to be employed by the Company, on the terms and conditions set forth herein.

The parties believe it is in their mutual best interests to make provisions for certain aspects of their relationship during and after the period in which Employee is employed by the Company.

Company and Employee hereby agree as follows:

ARTICLE 1 EMPLOYMENT

Section 1.1 Term of Employment. The Company employs Employee, and Employee accepts employment by the Company, for a continuous one-year term commencing on the date of this agreement.

Section 1.2 Position and Duties. Employee shall be employed in the position of Vice President of Human Resources and shall be subject to the authority of, and shall report to, the Company's Chief Executive Officer. Employee's duties and responsibilities will be as assigned by the Company's Chief Executive Officer from time to time. Employee shall devote his exclusive business time, attention and energies to the business interests of the Company while employed by the Company, except as otherwise specifically approved in writing by or on behalf of the Company's Chief Executive Officer.

ARTICLE 2 COMPENSATION AND OTHER BENEFITS

Section 2.1 Base Salary. Subject to earlier termination as set forth in Section 1.1, above, or as set forth in Article 3, the Company shall pay Employee an annual salary of Three Hundred Fifty Thousand Dollars (\$350,000.00) per year (Base Salary), payable in accordance with the normal payroll practices of the Company. The base salary may increase at any time with the approval of the CEO and the Company shall pay the Employee the annual salary in effect at the time of termination in accordance with the normal payroll practices of the Company. In addition, Employee shall receive a bonus of Fifty Thousand Dollars (\$50,000.00) at the end of each one (1) year period of this agreement.

Section 2.2 Fringe Benefits. During the period in which Employee is employed by the Company, Employee shall be eligible to participate in any benefit plans and programs that the Company may from time to time make available to its employees including, without limitation, any group health and disability insurance plans now offered or hereafter adopted by the Company, and any Company sponsored qualified plans. Employee shall be eligible to participate in the group health plan that is offered to employees who do not reside in the local community. Employee acknowledges that Employee shall have no vested rights in any such plans or programs, except as expressly provided under the terms thereof, and that such plans or programs may be terminated as well as supplemented at the Company sole's discretion.

Section 2.3 Expenses. The Company shall reimburse Employee for all reasonable, authorized and approved expenses incurred by Employee in the course of the performance of Employee's duties and responsibilities pursuant to this agreement and consistent with the Company's policies with respect to travel, entertainment, and miscellaneous expenses, and the requirements with respect to the reporting of such expenses.

ARTICLE 3 TERMINATION

Section 3.1 Termination Without Cause. Subject to the payment of severance as set forth in Section 3.3(a), Company may terminate Employee's employment at any time for any reason or for no reason. Employee may also terminate employment at any time for any reason or for no reason.

Section 3.2 Termination for Cause; Automatic Termination.

(a) **Termination for Cause.** Subject to Section 3.3, the Company may terminate Employee's employment and all of the Company's obligations under this agreement at any time for "Cause" (as defined below) by giving notice to Employee stating the basis for such termination, effective immediately upon the giving of such notice or at such other time thereafter as the Company may designate. For "Cause" means any of the following, as determined by the Company's Chief Executive Officer: (i) Employee has materially breached this agreement or has materially breached any other obligation or duty owed to the Company by virtue of his employment by the Company; (ii) Employee has committed gross negligence or willful misconduct in the performance of Employee's duties for the Company; (iii) Employee has taken any action likely to result in material discredit to or material loss of business, reputation or goodwill of the Company; (iv) Employee has willfully, repeatedly and substantially failed to follow reasonable instructions from the officer and/or body to whom Employee reports concerning the operations or business of the Company; (v) Employee has been convicted of a crime the circumstances of which substantially relate to Employee's position with the Company; (vi) Employee has misappropriated funds or property of the Company; or (vii) Employee has attempted to obtain a personal profit from any transaction in which the Company has an interest, and which constitutes a corporate opportunity of the Company or is adverse to the interests of the Company, unless the transaction was approved in writing in advance by the Company's Chief Executive Officer after full disclosure of all details relating to such transaction.

(b) **Termination by Death or Disability.** Subject to Section 3.3, Employee's employment and all of the Company's obligations under this agreement shall terminate automatically, effective immediately and without any notice being necessary, upon Employee's death or a determination of disability of Employee. For purposes of this agreement, "disability" means the inability of the Employee, due to a physical or mental impairment, to perform the essential duties and functions contemplated by this agreement, with or without a reasonable accommodation. A determination of disability shall be made by the Company's Chief Executive Officer, which shall consult with a physician or physicians satisfactory to such officer, and Employee shall cooperate with the efforts to make such determination. Any such determination shall be conclusive and binding on the parties. Any determination of disability under this (b) is not intended to alter any benefits any party may be entitled to receive under any long-term disability insurance policy carried by either the Company or Employee with respect to Employee, which benefits shall be governed solely by the terms of any such insurance policy.

Section 3.3 Rights Upon Termination.

(a) If Employee's employment is terminated pursuant to Section 3.1, Company shall make severance payments to Employee in an aggregate amount equal to the Employee's Base Salary during the year of such termination, payable in regular installments on the Company's regular salary payment dates for a one-year period following the date of Employee's termination.

(b) If Employee's employment is terminated pursuant to Section 3.2, Employee or Employee's estate shall have no further rights against the Company under this agreement, except to receive (i) any unpaid Base Salary and accrued fringe benefits with respect to the period prior to the effective date of the termination, and (ii) reimbursement of expenses to which Employee is entitled under Section 2.3.

ARTICLE 4 GENERAL PROVISIONS

Section 4.1 Notices. Any and all notices, consents, documents or communications provided for in this agreement shall be given in writing and shall be personally delivered, delivered via facsimile (when transmission is actually received), mailed by registered or certified mail (return receipt requested), sent by overnight delivery (confirmed by receipt), or sent by courier (confirmed by receipt), and addressed as follows, or to such other address as shall be designated in writing:]

To the Company: Wheeling Hospital, Inc.
 1 Medical Park
 Wheeling, West Virginia 26003
 Attention: President

To Employee: Louis Longo
 [REDACTED]

Such notice, consent, document or communication shall be deemed given upon personal delivery or receipt at the address of the party stated above, or at any other address designated in writing, except that if delivery is refused or cannot be made for any reason, then such notice shall be deemed given on the third day after it is sent.

Section 4.2 Entire Agreement. This agreement contains the entire understanding and the full and complete agreement of the parties and supersedes and replaces any prior understandings and agreements among the parties with respect to the subject matter hereof.

Section 4.3 Amendment; Headings. This agreement may be altered, amended or modified only in a writing signed by both the parties hereto. Headings included in this agreement are for convenience only and are not intended to limit or expand the rights of the parties hereto.

Section 4.4 Assignability. This agreement and the rights and duties set forth herein may not be assigned by Employee, but may be assigned by the Company, in whole or in part, to

any entity in which the Company or its stockholders own more than 50% of the equity interests. This agreement shall be binding on and inure to the benefit of each party and such party's respective heirs, legal representatives, successors and assigns.

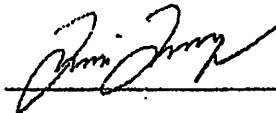
Section 4.5 Severability. The obligations imposed by this agreement are severable and should be construed independently of each other. The invalidity of one provision shall not affect the validity of any other provision. If any provision of this agreement shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction that may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this agreement, as the case may require, and this agreement shall be construed and enforced to the maximum extent permitted by law, as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

Section 4.6 Waiver of Breach. The waiver by either party of the breach of any provision of this agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

Section 4.7 Governing Law; Construction. This agreement shall be governed by the laws of the State of West Virginia, without regard to any rules of construction concerning the draftsman hereof.

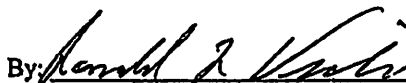
This agreement shall become effective fourteen (14) days after the last date signed by Company and Employee below.

Louis Longo



Date: 11/3/11

Wheeling Hospital, Inc.

By: 

Name:
Title:

Date: 11-3-11

Exhibit C

YOUR TRIP TO:

1125 Chapline St, Wheeling, WV, 26003-2942

**7 MIN | 3.3 MI** **Est. fuel cost: \$0.37**

Trip time based on traffic conditions as of 7:07 PM on May 5, 2019.

Current Traffic: Light

Print a full health report of your car with HUM
vehicle diagnostics (800) 906-2501**1. Start out going east on Medical Park.**

Then 0.00 miles

0.00 total miles

**2. Turn left to stay on Medical Park.**

Then 0.51 miles

0.51 total miles

**3. Medical Park becomes Mount de Chantal Rd.**

Then 0.24 miles

0.75 total miles

**4. Turn right onto Armory Dr.***Armory Dr is just past Diamond Ave.**If you reach Hunter Ave you've gone a little too far.*

Then 0.08 miles

0.83 total miles

**5. Merge onto I-70 W via the ramp on the left toward Columbus OH.**

Then 1.77 miles

2.61 total miles

**6. Take the WV-2 N/Main St exit, EXIT 1A, toward Downtown.**

Then 0.13 miles

2.74 total miles

**7. Turn left onto Main St/WV-2.**

Then 0.37 miles

3.11 total miles

**8. Turn left onto 12th St.***If you reach 14th St you've gone about 0.1 miles too far.*

Then 0.13 miles

3.23 total miles

**9. Take the 2nd left onto Chapline St.***Chapline St is just past Market St.**Metropolitan Citi Grill is on the corner.**If you reach Eoff St you've gone a little too far.*

Then 0.03 miles

3.26 total miles



10. 1125 Chapline St, Wheeling, WV 26003-2942, 1125 CHAPLINE ST is on the left.

If you reach 11th St you've gone a little too far.



Save to My Maps

Use of directions and maps is subject to our [Terms of Use](#). We don't guarantee accuracy, route conditions or usability. You assume all risk of use.

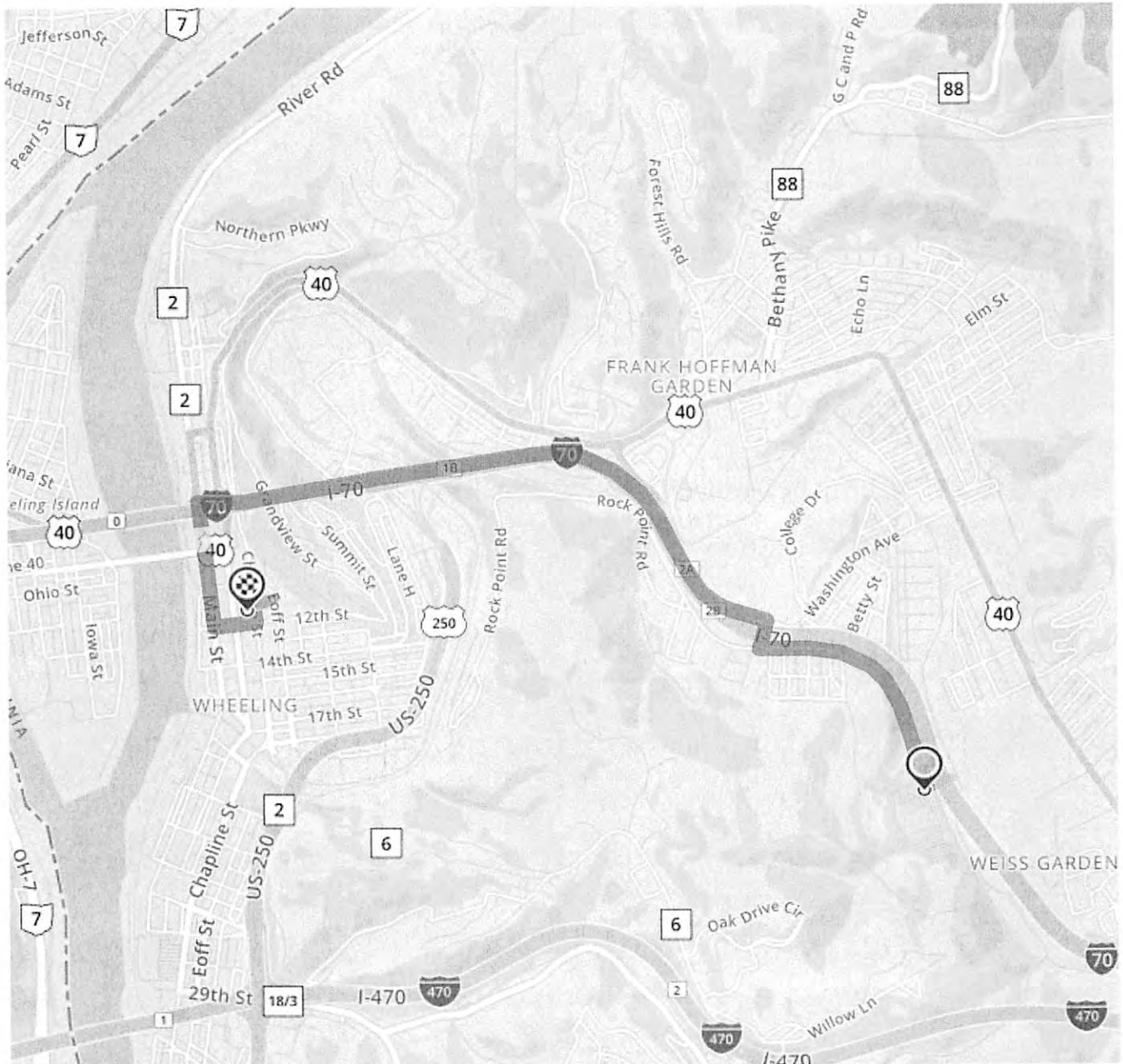


Exhibit D

YOUR TRIP TO:

700 Grant St, Pittsburgh, PA, 15219-1902

**1 HR 8 MIN | 57.7 MI** **Est. fuel cost: \$4.68**Trip time based on traffic conditions as of 7:05 PM on May 5, 2019.
Current Traffic: LightPrint a full health report of your car with HUM
vehicle diagnostics (800) 906-2501**1. Start out going east on Medical Park.**

Then 0.00 miles

0.00 total miles

**2. Turn left to stay on Medical Park.**

Then 0.51 miles

0.51 total miles

**3. Medical Park becomes Mount de Chantal Rd.**

Then 0.24 miles

0.75 total miles

**4. Turn right onto Armory Dr.***Armory Dr is just past Diamond Ave.**If you reach Hunter Ave you've gone a little too far.*

Then 0.02 miles

0.77 total miles

**5. Merge onto I-70 E (Crossing into Pennsylvania).***If you reach Washington Ave you've gone a little too far.*

Then 28.80 miles

29.56 total miles

**6. Merge onto I-79 N via EXIT 18 toward Pittsburgh.**

Then 20.69 miles

50.26 total miles

**7. Merge onto I-376 E/US-30 E/US-22 E via EXIT 59A toward Pittsburgh.**

Then 6.80 miles

57.06 total miles

**8. Merge onto Grant St via EXIT 71A on the left.**

Then 0.60 miles

57.66 total miles

**9. 700 Grant St, Pittsburgh, PA 15219-1902, 700 GRANT ST is on the right.***Your destination is just past Strawberry Way.**If you reach Liberty Ave you've gone about 0.1 miles too far.*

Save to My Maps

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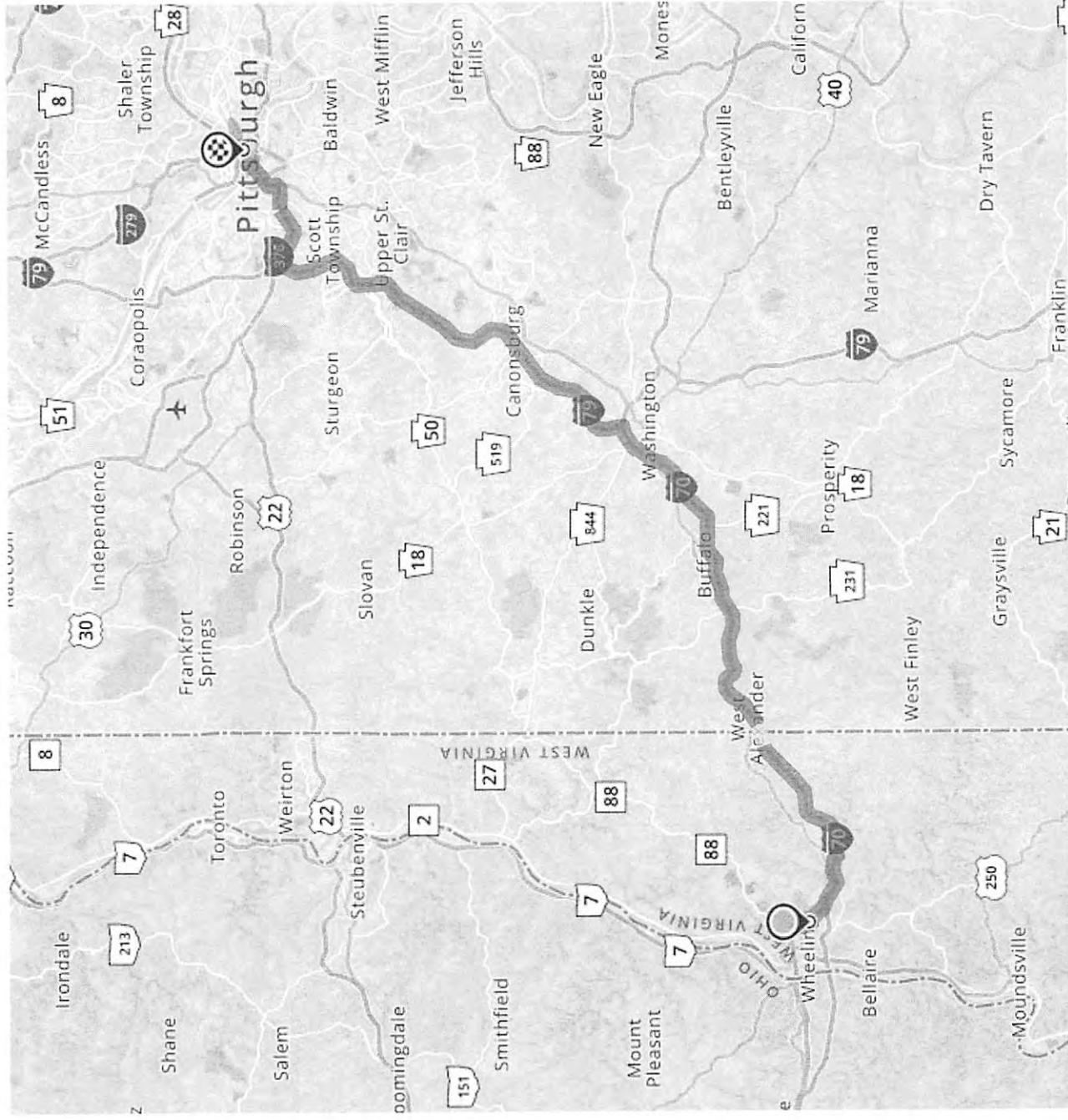


Exhibit E



THE UNITED STATES ATTORNEY'S OFFICE

NORTHERN DISTRICT *of* WEST VIRGINIA

U.S. Attorneys » Northern District of West Virginia

United States Attorney's Office Northern District of West Virginia

Geographically, the headquarters for the United States Attorney's Office, is in Wheeling, West Virginia. Three staffed branch offices are located within the district in Clarksburg, Elkins and Martinsburg, West Virginia.

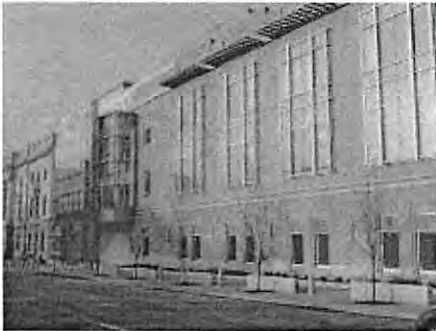
Wheeling

U. S. Courthouse & Federal Building

Suite 3000

1125 Chapline Street

Wheeling, WV 26003



Office (304) 234-0100

Fax:

Admin (304) 234-0110

Criminal (304) 234-0111

Civil (304) 234-0112

Toll Free

(Official Business Use Only)

800-852-6946

Clarksburg Branch

Clarksburg Federal Building

320 W. Pike Street

Suite 300

Clarksburg, WV 26301



Office (304) 623-7030

Fax (304) 623-7031

Elkins Branch

Federal Building

300 Third Street

Suite 300

Elkins, WV 26241



Office (304) 636-1739

Fax (304) 636-1967

**Martinsburg Branch
U.S. Courthouse & Post Office
Suite 400
217 W. King Street
Martinsburg, WV 25401**

Office (304) 262-0590

Fax (304) 262-0591

Toll Free

(Official Business Use Only)

800-201-1009



CONTACT THE WEBMASTER

To comment on the Northern District of West Virginia website, please e-mail the [Webmaster](#).

The webmaster for the United States Attorney's internet website is only authorized to respond to electronic messages raising issues or questions about the site. Pursuant to office policy, if you wish to bring a substantive issue to the attention of the United States Attorney it should be done in the form of traditional correspondence sent to our mailing address.

Updated January 7, 2015

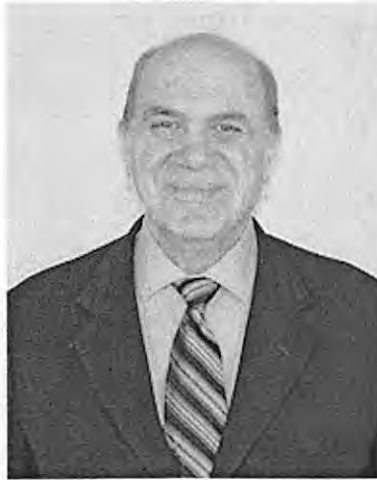
Was this page helpful?

Yes No

Exhibit F

Nabiel AlKhouri, MD

Reynolds Memorial Hospital, J.W. Ruby Memorial Hospital, WVU Cancer Institute



Practice Locations

WVU Cancer Institute at Reynolds Memorial Hospital

901 Jefferson Avenue

Glen Dale, WV

Phone: 304-843-3302

Fax: 304-810-0219

[Get Directions \(/locations/location/?locationid=1141\)](/locations/location/?locationid=1141)

Appointment Information

304-843-3302 (tel: 304-
843-3302)

Medical Specialties

- Cancer - Oncology
- Hematology - Oncology - Cancer
- Medical Oncology - Cancer

Special Training

- 2007 - Hematology/Oncology Fellowship: West Virginia University Health Science Center
- 1997 - Hematology/Oncology Fellowship: West Virginia University Health Science Center
- 1995 - Internal Medicine Residency: University of Missouri
- 1991 - Internal Medicine Externship: University of Arizona Health Science Center

Education

- 1998 - Tisheen University College of Medicine, MD

Additional Resources

 [Who We Are \(/about/\)](/about/)


 [Careers \(https://wvumedicine.org/careers/\)](https://wvumedicine.org/careers/)

 [Health Library \(http://healthlibrary.wvumedicine.org/\)](http://healthlibrary.wvumedicine.org/)

 [Media \(http://wvumedicine.org/ruby-memorial-hospital/media/\)](http://wvumedicine.org/ruby-memorial-hospital/media/)

 [Contact Us \(http://wvumedicine.org/contact/\)](http://wvumedicine.org/contact/)

 [Clinical Advances \(http://wvumedicine.org/advances/\)](http://wvumedicine.org/advances/)

 [Pay Your Bill \(http://wvumedicine.org/ruby-memorial-hospital/patients-and-visitors/billing-and-insurance/bill-payment-options/\)](http://wvumedicine.org/ruby-memorial-hospital/patients-and-visitors/billing-and-insurance/bill-payment-options/)

 [Compliance \(https://wvumedicine.org/compliance/\)](https://wvumedicine.org/compliance/)

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YouTube (<https://www.youtube.com/c/WVUMedicine>)

@ (<https://instagram.com/wvumedicine/>)

Exhibit G

YOUR TRIP TO:

1125 Chapline St, Wheeling, WV, 26003-2942

**13 MIN | 9.3 MI** **Est. fuel cost: \$1.05**

Trip time based on traffic conditions as of 10:34 PM on May 5,
2019. Current Traffic: Light



Print a full health report of your car with HUM
vehicle diagnostics (800) 906-2501



1. Start out going **northeast** on Jefferson Ave/County Hwy-10/3 toward 9th St.

Then 0.00 miles

0.00 total miles



2. Take the 1st **left** onto 9th St.

If you reach 8th St you've gone a little too far.

Then 0.13 miles

0.13 total miles



3. Turn **right** onto Wheeling Ave/US-250 N/WV-2. Continue to follow US-250
N/WV-2 N.

If you reach Maxen Ln you've gone a little too far.

Then 8.46 miles

8.58 total miles



4. Take the **18TH Street** exit toward **WV-2 N/Downtown**.

Then 0.23 miles

8.81 total miles



5. Keep **left** at the fork in the ramp.

Then 0.02 miles

8.83 total miles



6. Stay **straight** to go onto Eoff St/WV-2.

Then 0.12 miles

8.95 total miles



7. Turn **left** onto 16th St/WV-2.

16th St is just past Lane 14.

If you reach Lane 13 you've gone a little too far.

Then 0.06 miles

9.02 total miles



8. Take the 1st **right** onto Chapline St.

First English Lutheran Church is on the corner.

If you reach Market St you've gone a little too far.

Then 0.26 miles

9.28 total miles



9. 1125 Chapline St, Wheeling, WV 26003-2942, 1125 CHAPLINE ST is on the left.

Your destination is just past 12th St.

If you reach 11th St you've gone a little too far.

Save to My Maps

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Exhibit H

YOUR TRIP TO:



700 Grant St, Pittsburgh, PA, 15219-1902

1 HR 18 MIN | 66.0 MI **Est. fuel cost: \$5.31**Trip time based on traffic conditions as of 10:32 PM on May 5,
2019. Current Traffic: LightPrint a full health report of your car with HUM
vehicle diagnostics (800) 906-2501**1. Start out going northeast on Jefferson Ave/County Hwy-10/3 toward 9th St.**

Then 0.00 miles

0.00 total miles

**2. Take the 1st left onto 9th St.***If you reach 8th St you've gone a little too far.*

Then 0.13 miles

0.13 total miles

**3. Turn right onto Wheeling Ave/US-250 N/WV-2. Continue to follow US-250
N/WV-2 N.***If you reach Maxen Ln you've gone a little too far.*

Then 7.54 miles

7.67 total miles

**4. Merge onto I-470 E toward Washington.**

Then 3.70 miles

11.36 total miles

**5. I-470 E becomes I-70 E (Crossing into Pennsylvania).**

Then 26.53 miles

37.89 total miles

**6. Merge onto I-79 N via EXIT 18 toward Pittsburgh.**

Then 20.69 miles

58.59 total miles

**7. Merge onto I-376 E/US-30 E/US-22 E via EXIT 59A toward Pittsburgh.**

Then 6.80 miles

65.39 total miles

**8. Merge onto Grant St via EXIT 71A on the left.**

Then 0.60 miles

65.99 total miles

**9. 700 Grant St, Pittsburgh, PA 15219-1902, 700 GRANT ST is on the right.***Your destination is just past Strawberry Way.**If you reach Liberty Ave you've gone about 0.1 miles too far.*

Save to My Maps

Use of directions and maps is subject to our [Terms of Use](#). We don't guarantee accuracy, route conditions or usability. You assume all risk of use.

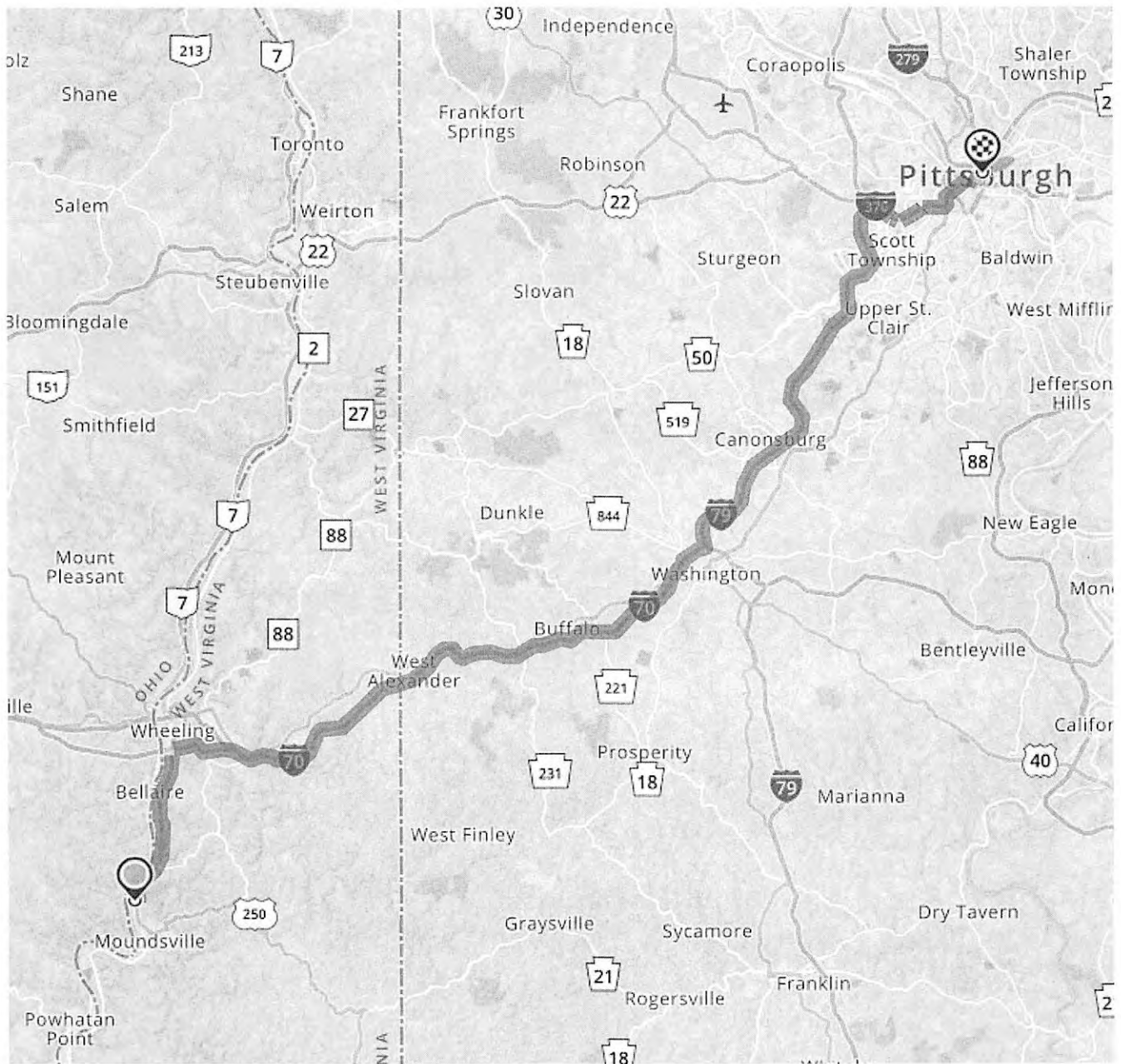


Exhibit I

Hugo Andreini, MD

Reynolds Memorial Hospital



Practice Locations

Reynolds Memorial Urology

800 Wheeling Avenue

First Floor

Glen Dale, WV

Phone: 304-221-4543

Fax: 304-221-4544

[Get Directions \(/locations/location/?locationid=1171\)](/locations/location/?locationid=1171)

Appointment Information

304-221-4543 (tel: 304-
221-4543)

Medical Specialties

- Urology

Education


- 1987 - Urology Fellowship - St. Vincent Health Center
- 1985 - General Surgery Residency - Ohio Valley Medical Center
- 1984 - General Surgery Internship - Morristown Medical Center
- 1981 - Medical School - Universidad Autonoma De Guadalajara Facultad Dr Medicina

WVU Medicine © 2019

Exhibit J

YOUR TRIP TO:

1125 Chapline St, Wheeling, WV, 26003-2942

12 MIN | 9.1 MI 

Est. fuel cost: \$1.03

Trip time based on traffic conditions as of 10:55 PM on May 5, 2019. Current Traffic: Light



Print a full health report of your car with HUM vehicle diagnostics (800) 906-2501



1. Start out going north on Wheeling Ave/US-250 N/WV-2. Continue to follow US-250 N/WV-2 N.

Then 8.41 miles

8.41 total miles



2. Take the 18TH Street exit toward WV-2 N/Downtown.

Then 0.23 miles

8.64 total miles



3. Keep left at the fork in the ramp.

Then 0.02 miles

8.66 total miles



4. Stay straight to go onto Eoff St/WV-2.

Then 0.12 miles

8.78 total miles



5. Turn left onto 16th St/WV-2.

16th St is just past Lane 14.

If you reach Lane 13 you've gone a little too far.

Then 0.06 miles

8.85 total miles



6. Take the 1st right onto Chapline St.

First English Lutheran Church is on the corner.

If you reach Market St you've gone a little too far.

Then 0.26 miles


9.11 total miles



7. 1125 Chapline St, Wheeling, WV 26003-2942, 1125 CHAPLINE ST is on the left.

Your destination is just past 12th St.

If you reach 11th St you've gone a little too far.

 Save to My Maps

Use of directions and maps is subject to our [Terms of Use](#). We don't guarantee accuracy, route conditions or usability. You assume all risk of use.

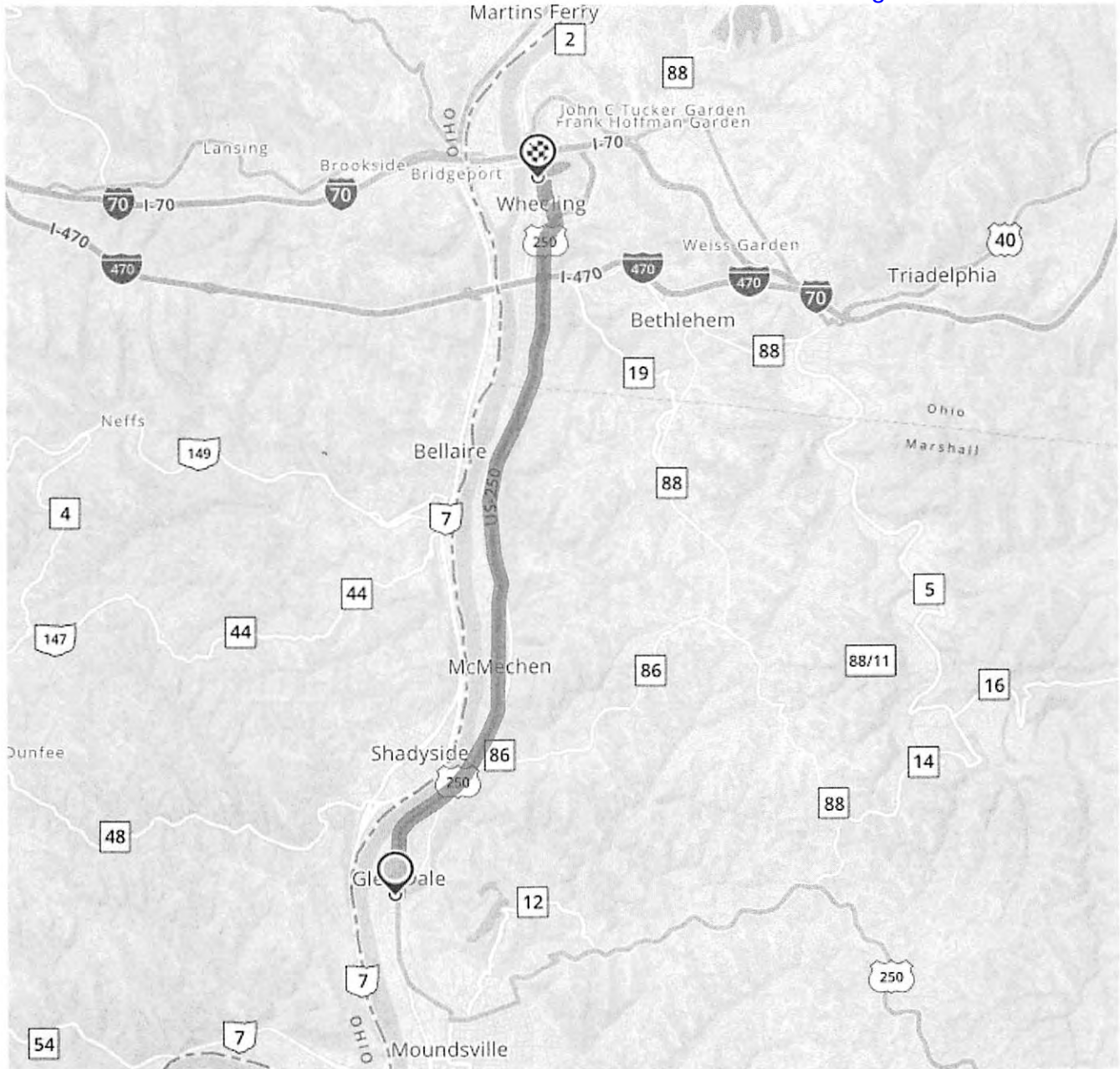


Exhibit K

YOUR TRIP TO:



700 Grant St, Pittsburgh, PA, 15219-1902

1 HR 12 MIN | 65.7 MI **Est. fuel cost: \$5.29**Trip time based on traffic conditions as of 10:56 PM on May 5,
2019. Current Traffic: LightPrint a full health report of your car with HUM
vehicle diagnostics (800) 906-25011. Start out going north on Wheeling Ave/US-250 N/WV-2. Continue to follow US-
250 N/WV-2 N.

Then 7.50 miles 7.50 total miles



2. Merge onto I-470 E toward Washington.

Then 3.70 miles 11.19 total miles



3. I-470 E becomes I-70 E (Crossing into Pennsylvania).

Then 26.53 miles 37.72 total miles



4. Merge onto I-79 N via EXIT 18 toward Pittsburgh.

Then 20.69 miles 58.42 total miles



5. Merge onto I-376 E/US-30 E/US-22 E via EXIT 59A toward Pittsburgh.

Then 6.28 miles 64.69 total miles



6. Take I-279 N/US-19 Trk N.

Then 0.03 miles 64.72 total miles



7. Take the Liberty Ave exit toward Mellon Arena.

Then 0.17 miles 64.89 total miles



8. Stay straight to go onto Liberty Ave.

Then 0.72 miles 65.61 total miles



9. Turn right onto Grant St.

Grant St is just past William Penn Pl.

Then 0.13 miles 65.74 total miles



10. 700 Grant St, Pittsburgh, PA 15219-1902, 700 GRANT ST is on the left.

If you reach 7th Ave you've gone a little too far.

Save to My Maps

Use of directions and maps is subject to our [Terms of Use](#). We don't guarantee accuracy, route conditions or usability. You assume all risk of use.

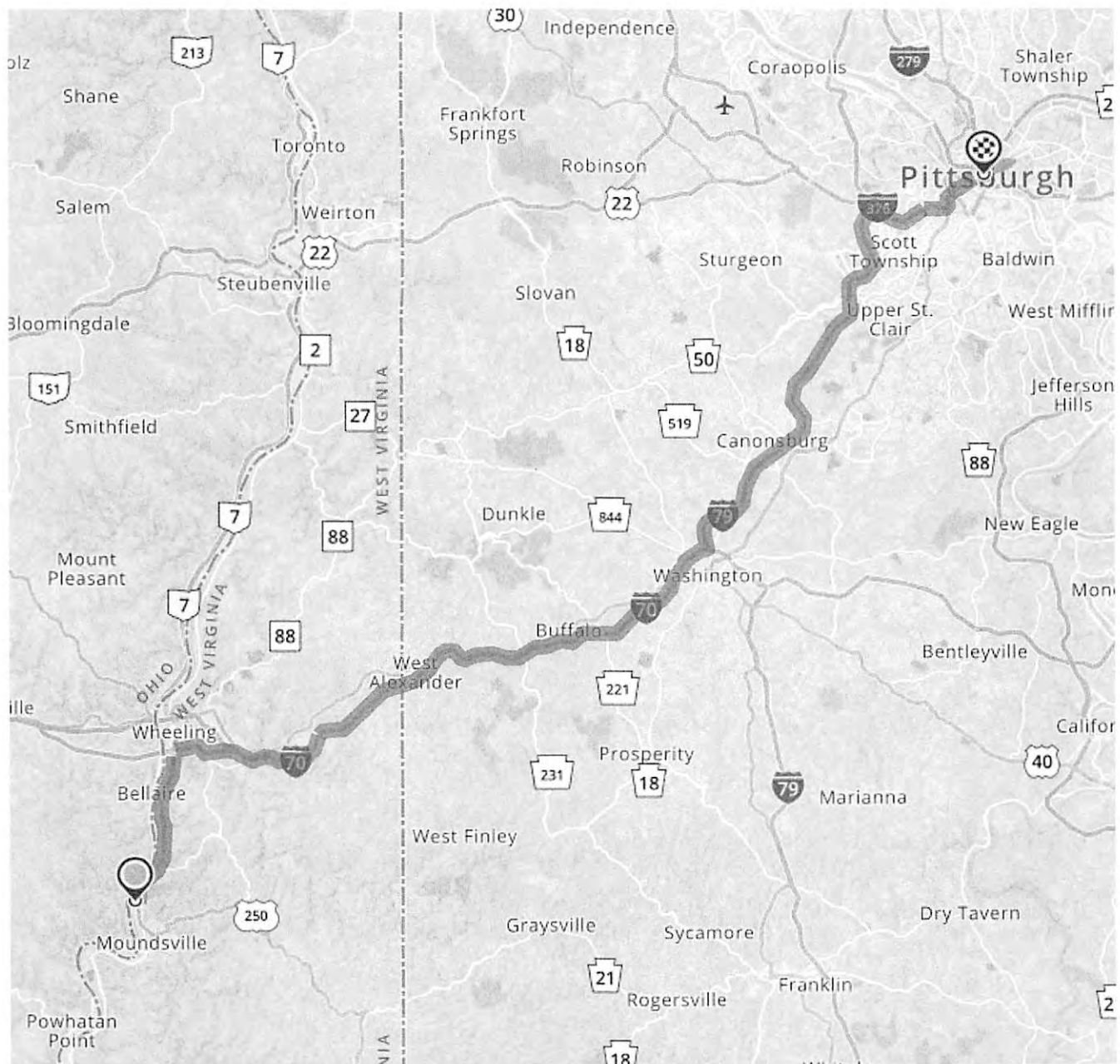


Exhibit L

[MENU](#)

Christopher Mascarenhas, MD



No ratings

0 Patient Satisfaction Ratings

0 Patient Comments

Call 216.444.7000

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DEPARTMENT

Colorectal Surgery

PRIMARY LOCATION

Cleveland Clinic Main Campus

TYPE OF DOCTOR

Adults Only

LANGUAGES

English

[MENU](#)

Cleveland Clinic Main Campus

9500 Euclid Ave.

Cleveland, Ohio 44195

Call 216.444.2200

[DRIVING DIRECTIONS](#)

[ON-SITE WALKING DIRECTIONS](#)

[DOWNLOAD MAIN CAMPUS MAP](#)

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Hours of Operation

Specialties

Exhibit M

John Wolen Surgical Associates (/c/mtrj4xq/john-wolen-surgical-associates)

21 Armory Drive # L-1

Wheeling, WV 26003

Phone:

(304) 243-3160 (tel:3042433160)

Web: www.wolensurgical.com (/api/v1/urlverify/http%3A%2F%2Fwww.wolensurgical.com)

Ad

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Personal and Auto Loans from \$1,500 to \$30,000

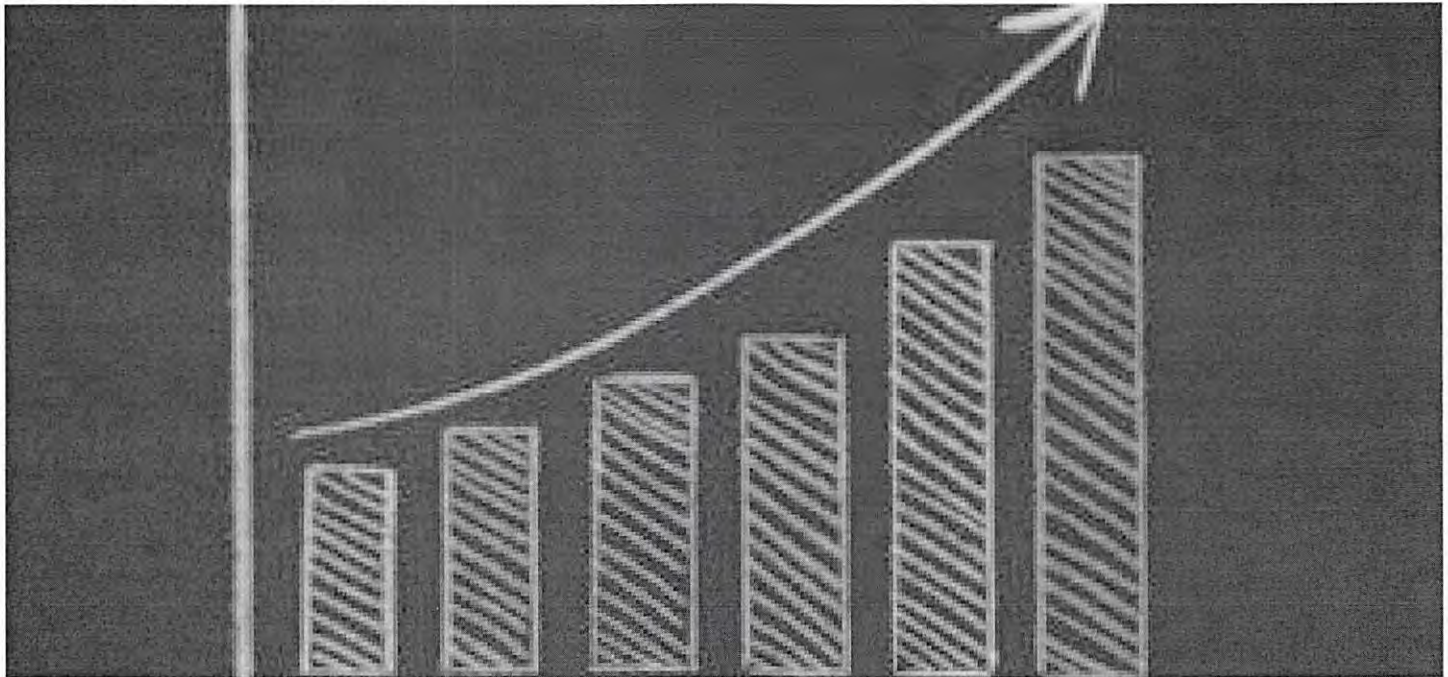
onemainfinancial.com/personal/loans

John Wolen Surgical Associates is a privately held company in Wheeling, WV and is a Single Location business.

Own This Business?

Categorized under Surgeons. Our records show it was established in 2011 and incorporated in West Virginia. Current estimates show this company has an annual revenue of 110974 and employs a staff of approximately 3.

Featured Content



8 Essential Google Analytics Metrics You Need to Know

(<https://www.manta.com/resources/small-business-advice/8-essential-google-analytics/>)

(https://jadservice.postrelease.com/trk?ntv_at=390&ntv_ui=680c78f9-5694-418d-b973-d0be61b218fa&ntv_a=UC0EAWC01AVG0QA&ntv_fl=HyhIYJMD91otZUoXVI2dzYgTq8ZnPF2o3Dcvtwx3j2n7dw_sQrAdGxiUWNKcRj38Jpumv114q_QNTPz3V2DTVQ==&ord=-403)

(https://jadservice.postrelease.com/trk?ntv_at=390&ntv_ui=680c78f9-5694-418d-b973-d0be61b218fa&ntv_a=UC0EAWC01AVG0QA&ntv_fl=HyhIYJMD91otZUoXVI2dzYgTq8ZnPF2o3Dcvtwx3j2n7dw_sQrAdGxiUWNKcRj38Jpumv114q_QNTPz3V2DTVQ==&ord=-120137)

(https://jadservice.postrelease.com/trk?ntv_at=390&ntv_ui=680c78f9-5694-418d-b973-d0be61b218fa&ntv_a=UC0EAWC01AVG0QA&ntv_fl=HyhIYJMD91otZUoXVI2dzYgTq8ZnPF2o3Dcvtwx3j2n7dw_sQrAdGxiUWNKcRj38Jpumv114q_QNTPz3V2DTVQ==&ord=-120137)

Exhibit N

YOUR TRIP TO:

1125 Chapline St, Wheeling, WV, 26003-2942

**5 MIN | 2.6 MI** **Est. fuel cost: \$0.30**Trip time based on traffic conditions as of 11:30 PM on May 5,
2019. Current Traffic: LightPrint a full health report of your car with HUM
vehicle diagnostics (800) 906-25011. Start out going **north** on Armory Dr toward Mount de Chantal Rd.

Then 0.03 miles

0.03 total miles

2. Turn **right** onto Mount de Chantal Rd.

Then 0.02 miles

0.04 total miles

3. Take the 1st **left** onto Armory Dr.*If you reach Diamond Ave you've gone a little too far.*

Then 0.08 miles

0.13 total miles

4. Merge onto I-70 W via the ramp on the **left** toward Columbus OH.

Then 1.77 miles

1.90 total miles

5. Take the **WV-2 N/Main St** exit, EXIT 1A, toward **Downtown**.

Then 0.13 miles

2.03 total miles

6. Turn **left** onto Main St/WV-2.

Then 0.37 miles

2.40 total miles

7. Turn **left** onto 12th St.*If you reach 14th St you've gone about 0.1 miles too far.*

Then 0.13 miles


2.52 total miles

8. Take the 2nd **left** onto Chapline St.*Chapline St is just past Market St.**Metropolitan Citi Grill is on the corner.**If you reach Eoff St you've gone a little too far.*

Then 0.03 miles

2.56 total miles

9. 1125 Chapline St, Wheeling, WV 26003-2942, 1125 CHAPLINE ST is on the
left.*If you reach 11th St you've gone a little too far.*

 Save to My Maps

Use of directions and maps is subject to our [Terms of Use](#). We don't guarantee accuracy, route conditions or usability. You assume all risk of use.



Exhibit O

YOUR TRIP TO:

700 Grant St

**59 MIN | 56.9 MI** **Est. fuel cost: \$4.78**

Trip time based on traffic conditions as of 11:32 PM on May 5,
2019. Current Traffic: Light



Print a full health report of your car with HUM
vehicle diagnostics **(800) 906-2501**



1. Start out going **north** on Armory Dr toward Mount de Chantal Rd.

Then 0.03 miles

0.03 total miles



2. Turn **right** onto Mount de Chantal Rd.

Then 0.02 miles

0.05 total miles



3. Take the 1st **left** onto Armory Dr.

If you reach Diamond Ave you've gone a little too far.

Then 0.02 miles

0.07 total miles



4. Merge onto I-70 E (Crossing into **Pennsylvania**).

If you reach Washington Ave you've gone a little too far.

Then 28.80 miles

28.86 total miles



5. Merge onto I-79 N via EXIT 18 toward **Pittsburgh**.

Then 20.69 miles

49.55 total miles



6. Merge onto I-376 E/US-30 E/US-22 E via EXIT 59A toward **Pittsburgh**.

Then 6.28 miles

55.83 total miles



7. Take I-279 N/US-19 Trk N.

Then 0.03 miles

55.86 total miles



8. Take the **Liberty Ave** exit toward **Mellon Arena**.

Then 0.17 miles

56.03 total miles



9. Stay **straight** to go onto Liberty Ave.

Then 0.72 miles

56.75 total miles



10. Turn **right** onto Grant St.

Grant St is just past William Penn Pl.


Then 0.13 miles

56.88 total miles



11. 700 Grant St, Allegheny, PA, 15219-1902, 700 GRANT ST is on the **left**.

If you reach 7th Ave you've gone a little too far.

 Save to My Maps

Use of directions and maps is subject to our [Terms of Use](#). We don't guarantee accuracy, route conditions or usability. You assume all risk of use.

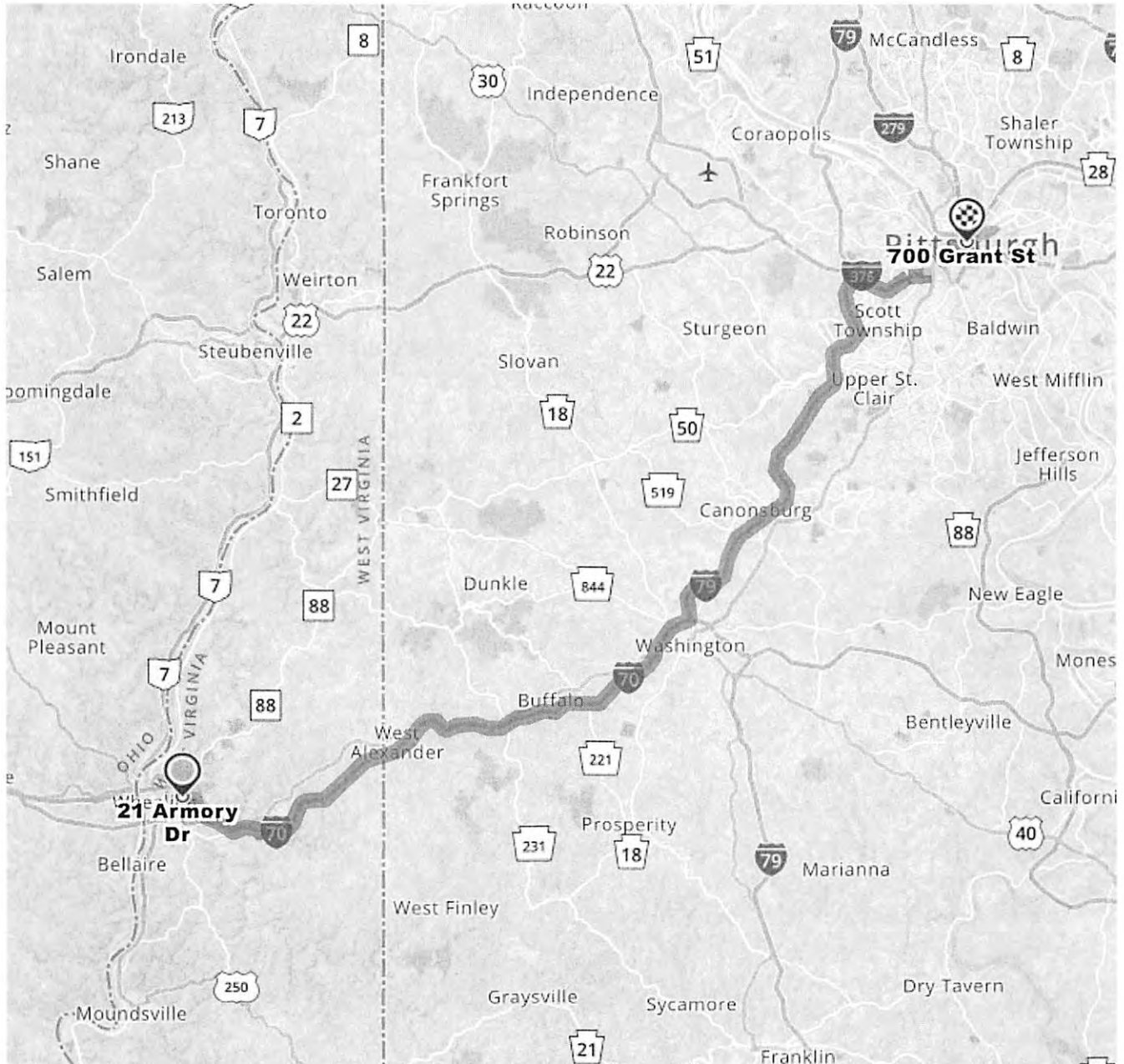


Exhibit P

[Refine Results](#)

Find a Doctor

Results 1 - 1 of 1

Search Results: Zilles (1)



Zilles, Michael, MD

Orthopedic Surgery

200 Westage Business
Center Drive, Suite 115

Fishkill, NY 12524

Phone: **845.896.4178**Fax: **845.896.4278**Languages Spoken: **English**[View Map](#)

Results 1 - 1 of 1

Exhibit Q

Top Employers in West Virginia

[WV Top 100
Employers](#)
[WVA Top 25
Employers](#)
[County Top 10
Employers](#)
[History](#)
[Narrative](#)


Russell L. Fry, Acting Executive Director

For Release: November 26, 2018
Contact: Samantha Smith
Samantha.Smith@wv.gov 304-957-9320

West Virginia's Largest Private Employers in March 2018

WorkForce West Virginia's list of the 100 largest private employers, compiled from March 2018 data, again ranks WVU Medicine as the state's largest private employer. Wal-Mart, which held the top spot from 1998 through 2015, remained at number two.

The list contains businesses with both single and multiple locations and ranks companies according to the number of employees. The data are extracted from the Quarterly Contribution Report for the first quarter of each year and are available to the public by the fourth quarter of each year. Employment numbers are not disclosed to maintain employer confidentiality.

West Virginia's top ten largest private employers are WVU Medicine, Wal-Mart, Charleston Area Medical Center, Kroger, Cabell Huntington Hospital, Mylan Pharmaceuticals, Lowe's Home Centers, St. Mary's Medical Center, Wheeling Hospital, and Res-Care, Inc.

In 2018, the top four employers maintained their 2017 spots, while Cabell Huntington Hospital climbed to the number five spot. Mylan Pharmaceuticals, Lowe's Home Centers, and St. Mary's Medical Center each slipped a place, while Wheeling Hospital and Res-Care, Inc. were unchanged from a year ago.

The top ten employers of March 2018 had a total of 1,572 more employees than the top ten employers of 2017.

Slightly over one-third of employers on the top 100 list climbed in rank, while less than one-half descended in rank. The rankings of 13 employers were unchanged from last year, while 10 employers not present in last year's top 100 made an appearance on this year's list.

This list was prepared from information provided by employers covered under the Unemployment Compensation Insurance system, through the federal/state Quarterly Census of Employment and Wages Program conducted in West Virginia by the Bureau of Labor Statistics, U.S. Department of Labor, and the Research, Information and Analysis Division of WorkForce West Virginia.

Current and historical data for the state, counties, and workforce regions can be found on our website at <http://fmi.workforcewv.org> or by contacting the Research, Information and Analysis Division at 304.558.2660.

Research, Information and Analysis
P.O. Box 428, Charleston, WV 25322-0428
Telephone (304)558-2660 ~ Fax (304)558-1343

An agency of the Department of Commerce

An equal opportunity employer/program and auxiliary aids are available upon request to individuals with disabilities.

www.workforcewv.org

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Top Employers in West Virginia

WV Top 100
EmployersWIA Top 25
EmployersCounty Top 10
Employers

History

Narrative

The 100 Largest Private Employers in West Virginia

March 2018

Year

- ☒ 2018
☐ 2017
☐ 2016
☐ 2015
☐ 2014
☐ 2013
☐ 2012
☐ 2011
☐ 2010
☐ 2009
☐ 2008
☐ 2007
☐ 2006
☐ 2005
☐ 2004
☐ 2003
☐ 2002
☐ 2001
☐ 2000
☐ 1999

Order	Rank	
1	1	WVU Medicine
2	2	Wal-Mart Associates, Inc.
3	3	Charleston Area Medical Center, Inc.
4	4	Kroger
5	5	Cabell Huntington Hospital, Inc.
6	6	Mylan Pharmaceuticals, Inc.
7	7	Lowe's Home Centers, Inc.
8	8	St. Mary's Medical Center, Inc.
9	9	Wheeling Hospital, Inc.
10	10	Res-Care, Inc.
11	11	Murray American Energy, Inc.
12	12	Alpha Natural Resources Co.
13	13	American Electric Power
14	14	West Virginia's Choice, Inc.
15	15	FirstEnergy Corp
16	16	Thomas Health System, Inc.
17	17	Macy's Corporate Services, Inc.
18	18	Frontier West Virginia, Inc.
19	19	Pilgrim's Pride Corporation of West Virginia, Inc.
20	20	Mon Health Medical Center (formerly Monongalia General Hospital)
21	21	Dolgencorp, LLC (Dollar General Stores)
22	22	DowDuPont, Inc.
23	23	Walgreens (formerly Rite Aid)
24	24	Blackhawk Mining, LLC
25	25	General Mills Restaurants, Inc. (GMRI, Inc.)
26	26	Alecto Healthcare Services, LLC (Ohio Valley Medical Center & Fairmont Reg Medical Ctr)
27	27	Arch Coal, Inc.
28	28	Mentor Management, Inc. (The Mentor Network)
29	29	J. W. Ebert Corporation (McDonald's)
30	30	Little General Store, Inc.
31	31	Toyota Motor Manufacturing, West Virginia, Inc.
32	32	Greenbrier Hotel Corporation
33	33	University Physicians & Surgeons, Inc.
34	34	PNGI Charles Town Gaming, LLC
35	35	Go-Mart, Inc.
36	36	Quad Graphics, Inc.
37	37	Alliant Techsystems Operations, LLC
38	37	Weirton Medical Center
39	39	Gabriel Brothers, Inc.
40	40	Bob Evans Farms, Inc.
41	40	United Parcel Service, Inc. (WV District)
42	42	Asplundh Tree Expert Company
43	43	Dominion Transmission, Inc.
44	44	Constellium Rolled Products Ravenswood, LLC
45	45	West Virginia CVS Pharmacy, LLC

Top Employers in West Virginia

WV Top 100
EmployersWIA Top 25
EmployersCounty Top 10
Employers

History

Narrative

The 10 Largest Employers by County

March 2018

Area Name	Order	Rank	
Ohio	1	1	Wheeling Hospital, Inc.
	2	2	Ohio County Board of Education
	3	3	Alecto Healthcare Services, LLC (Ohio Valley Medical Center, Inc.)
	4	4	Cabela's Wholesale, Inc.
	5	5	Wheeling Island Gaming
	6	6	Wesbanco Bank, Inc.
	7	7	Williams Lea, Inc.
	8	8	Wheeling Park Commission
	9	9	Tunnel Ridge, LLC
	10	10	City of Wheeling

Year

- ☒ 2018
☐ 2017
☐ 2016
☐ 2015
☐ 2014
☐ 2013
☐ 2012
☐ 2011
☐ 2010
☐ 2009
☐ 2008
☐ 2007
☐ 2006
☐ 2005
☐ 2004
☐ 2003
☐ 2002
☐ 2001
☐ 2000
☐ 1999

Area Name

- ☐ Barbour
☐ Berkeley
☐ Boone
☐ Braxton
☐ Brooke
☐ Cabell
☐ Calhoun
☐ Clay
☐ Doddridge
☐ Fayette
☐ Gilmer
☐ Grant
☐ Greenbrier
☐ Hampshire
☐ Hancock
☐ Hardy
☐ Harrison
☐ Jackson
☐ Jefferson
☐ Kanawha
☐ Lewis
☐ Lincoln
☐ Mingo

Exhibit R

https://www.wvnews.com/theet/news/tax-credits-for-new-medical-school-grads-could-help-wv/article_598a0c82-10bc-5c42-a6eb-542438cbb319.html

Tax credits for new medical school grads could help WV recruit physicians, avert shortage

by Linda Harris STAFF WRITER Jan 27, 2018



Students at the West Virginia School of Osteopathic Medicine practice diagnostic skills. Identifying students who want remain in the Mountain State to launch their medical practice is a high priority, officials say.

Photo courtesy WVSOM

CHARLESTON — State Sen. Dr. Tom Takubo, R-Kanawha, figures West Virginia is just a few years away from a public health crisis — and it's one that has nothing to do with its residents' propensity for obesity, smoking, heart disease, lung disease and cancer, or because the Mountain State leads the nation in overdose death rates.

Takubo figures that unless the Legislature takes action, a few years down the road West Virginia might not have the number of doctors it needs to treat those or any other health-care problems plaguing Mountain State residents.

"I don't think people appreciate the crisis we're potentially heading to," said Takubo, who's in a better position than most to try to fix the problem: Takubo was elected to the state Senate in 2014 and currently chairs its Health and Human Resources Committee. He also serves on the Senate's Economic Development, Finance, Government Organization and Natural Resources committees.



"We've got to do something to try and recruit young talent back here," he said. "Studies have been done that show if we can get them to stay here three years, there's a much higher probability they'll remain here (long-term) because by then they've bought homes and started families, put down roots. ..."

Takubo's proposal, SB 103, would provide a tax credit to graduates of any accredited allopathic or osteopathic medical school in the U.S. The bill says the lack of practicing physicians in West Virginia "creates a crisis in the delivery of health-care services to one of the unhealthiest populations in the nation."

Takubo's bill would cap the credit at three years per graduate, and it would be available only for new medical school grads.

Dr. Judi Charlton, chief medical officer for WVU Hospitals, said a tax credit would be an aid to physician recruitment: WVU is currently trying to fill 185 physician positions — that's more doctors than the school is graduating, even assuming their specialties would line up with the

university's needs.

"We prefer to keep our own here," Charleton said. "But right now, we're growing faster than our educational programs are turning out (graduates). We've hired 225 physicians over the last 18 months.

"The good news is our retention rates are twice as good as the rest of the nation, so once we get doctors here, we're doing a good job of retaining them. (But) West Virginia has a lot of unmet needs for health-care professionals. This is an aging state, and because our population is aging, health problems are going to be on the rise. That means we're going to need more doctors to take care of the population. And the opiate crisis, that's creating a lot of health problems, and we're going to need a lot of doctors to manage it. That's why we've been on a hiring spree — not only are we trying to keep up, we're trying to build up our forces for the future."

WVU graduates about 120 medical students every year, and the West Virginia School of Osteopathic Medicine in Lewisburg turns out about another 180. Numbers for Marshall University were not immediately available.

"There's huge demand in the marketplace; there are lots of under-served areas (in the U.S.)," said Jim Nemitz, vice president of administration and external relations at WVSOM. "They get recruited by many entities. That's the other challenge — to be able to offer them incentives to make them want to stay. There's a lot of competition."

Takubo points out that while the state's median survival age has gone up, West Virginia's medical school graduation rates have been relatively flat. And those who do graduate are carrying as much as \$250,000 or \$300,000 in student debt, he adds.

"If we can take financial worries off the table, that makes us that much more competitive," Charlton said. "One of the big reasons we're losing people to different states is job availability for spouses. Physicians and nurses may want to stay here, but if the job market (somewhere else) is robust, it's easier for them to go because they aren't worried about finding a job for their spouse."

Nemitz points out that all of the state's medical schools have been working to change the outward migration of medical professionals, and financial incentives could be a key piece of the puzzle.

"I think everybody's trying to do a good job providing care for West Virginia," Nemitz said. "I think all three schools are working hard at it. I don't think we're in a crisis, but what's happening is that we anticipate shortages and some places are under-served. The problem is, in looking into the future, our physical population is aging. We're going to see more and more physicians retiring. In a lot of ways, it's just planning for the future."

Takubo said the problem may not become apparent "for maybe another five or 10 years.

"We're having a tough time now finding physicians, but a little ways down the road (it's going to be harder). It's not a problem we can address quickly. It takes a while to recruit physicians — on average a year-and-a-half at least. Once we find out we have the shortages, that we're not offering the services that are needed and people are having to drive extreme distance to get to specialists, it's too late."

Staff writer Linda Harris can be reached at 304-374-0403 or email lharris@statejournal.com

Linda Harris

Exhibit S

The Intelligencer. Wheeling News-Register

Department of Justice Accuses Wheeling Hospital of Violating Stark Law, Anti- Kickback Statute



File Photo Wheeling Hospital is suing an ex-employee for filing what it says is a baseless complaint against it.

[Read the Department of Justice's lawsuit against Wheeling Hospital by clicking here](#)

WHEELING — The Department of Justice on Monday intervened in a whistleblower lawsuit against Wheeling Hospital Inc., R & V Associates Ltd. and hospital CEO Ronald Violi for allegedly violating the Stark Law and the Anti-Kickback statute.

The government, in its 49-page filing under the False Claims Act, alleges Wheeling Hospital, from 2007 to present, paid kickbacks to doctors and also made “*incentive*” payments to doctors based on how much patient business they referred back to the hospital.

“As a result, since at least 2007, defendants knowingly submitted and caused to be submitted thousands of false claims to the United States, which resulted in millions of dollars of reimbursement to Wheeling Hospital by the Medicare program for claims that were ineligible for payment because of defendants’ unlawful conduct,” the complaint states.

In response, hospital officials characterized the amended complaint filed by the Department of Justice as “*an unwarranted attack*” on Wheeling Hospital’s values and ethics.

“As we have said before, the allegations in this lawsuit are simply not true and an unfair attack on our hospital, our values and our dedicated physicians who partner with us to provide care to our community,” said Gregg Warren, Wheeling Hospital’s vice president of marketing and public relations. “We stand by our physicians and will aggressively defend against these baseless and unsubstantiated claims, while remaining fully committed to providing world-class care to the citizens of Wheeling and the Upper Ohio Valley every day.

"As a Catholic hospital, we expect every member of our staff, as well as our partners, to conduct themselves with honor and integrity. In this case, we believe we acted appropriately and lawfully to provide the best care possible, offering access to superior physicians in a range of specialties and fields of practice. We have not defrauded the U.S. government in any way, and we will vigorously present our case to the courts."

The lawsuit notes R & V took over management of Wheeling Hospital in 2006 and quickly turned around the hospital's financial performance. Prior to R & V, from 1998-2005, Wheeling Hospital lost about \$55 million, according to the lawsuit. Wheeling Hospital, under R & V's management, saw profits of nearly \$90 million in the first five years of new management.

Former Wheeling-Charleston Diocese bishop Michael Bransfield hired R & V to manage Wheeling Hospital. According to the lawsuit, R & V, *"in its management of the hospital, reported to and took direction from ... Bransfield and an ad hoc committee of the hospital's board of directors comprising ... Bransfield, Monsignor Kevin Quirk of the Diocese of Wheeling-Charleston (president of the board of directors) and a third member of Wheeling Hospital's Board of Directors."*

According to the lawsuit, *"one of the primary means by which Violi and R & V engineered Wheeling Hospital's financial turnaround was the hiring of a large number of physicians, primarily as employees, to capture for the hospital those physicians' referrals and the resulting revenues, thereby increasing Wheeling Hospital's market share. In executing that strategy, since at least 2007, Wheeling Hospital, under the direction and control of R & V and Violi, systematically entered into compensation arrangements with referring physicians that did not satisfy the requirements of any statutory or regulatory exception to the Stark Law, or that violated" the Anti-Kickback Statute.*

The Stark Law prohibits a hospital from billing Medicare for services referred by physicians who have improper financial relationships with the hospital. In the filing, the Department of Justice alleges that Wheeling Hospital's compensation to a number of employed and contracted physicians violated these statutory prohibitions because that compensation was based on the volume or value of the physicians' referrals or exceeded the fair market value of the physicians' services.

The Anti-Kickback Statute prohibits offering or paying anything of value to induce the referral of items or services covered by Medicare, Medicaid and other federal health care programs. The complaint also outlines alleged examples of this violation.

"Improper financial arrangements between hospitals and physicians can influence the type and amount of health care that is provided," said Assistant Attorney General Jody Hunt of the Department of Justice's Civil Division. *"The department is committed to taking action to eliminate improper inducements that can corrupt the integrity of physician decision-making and drive up health care costs for all of us."*

"Medicare and Medicaid beneficiaries trust that their health care providers will make decisions based on sound medical judgment," added U.S. Attorney Scott W. Brady. *"Our office will take decisive action against any medical providers who betray that trust and make medical decisions based on their own financial interests."*

The lawsuit is part of an ongoing civil case in which the Department of Justice intervened. The 2017 civil lawsuit was unsealed in December, a year after its original filing by Louis Longo, a former executive vice president at Wheeling Hospital.

Wheeling Hospital has since sued Longo, alleging breach of fiduciary duty and abuse of process. The hospital alleged in its lawsuit that Longo had filed his claims hoping to obtain a quick and plentiful settlement. That lawsuit is pending in federal court in Wheeling.

Warren questioned the venue for Monday's filing. *"We are particularly disappointed that the U.S. government chose to file its claims against our hospital in Pennsylvania rather than in Wheeling,"* he said. *"Our community, our employees and loyal patients deserve to have the case litigated in West Virginia, where our hospital is located and our physicians provide care."*

This case was investigated by the U.S. Department of Health and Human Services Office of Inspector General and the Federal Bureau of Investigation. It is being handled by Assistant U.S. Attorney Colin J. Callahan and Department of Justice attorney Rohith Srinivas.